

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

YI MEI KE,

Plaintiff,

-against-

J R SUSHI 2 INC., et al.,

Defendants.

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19-CV-7332 (PAE) (BCM)

ORDER

BARBARA MOSES, United States Magistrate Judge.

On May 16, 2025, the Court ruled that Troy Law, LLC (Troy Law), which represents plaintiff Yi Mei Ke, "must reimburse [defendants] for their expenses, including reasonable attorneys' fees, incurred as a result of plaintiff's delay" in prosecuting this case from March 28, 2022 to May 2, 2024. 5/16/25 Order (Dkt. 175) at 8. In order to minimize further fee-related litigation, the Court directed the parties to "meet and confer in a good-faith effort to reach agreement on the amount of the award. If they are unable to come to agreement, defendants must submit an application, no later than **May 23, 2025**, documenting their recoverable fees and expenses." *Id.*

Xue & Associates, P.C., which now represents all defendants, was able to come to an agreement with Troy Law. *See* 5/30/25 Pl. Letter (Dkt. 177) at 1. However, according to Troy Law, it "never received a demand" from the Law Office of Yi Lin (Yi Lin), which until May 14, 2025 represented defendants J R Sushi 2 Inc. and Kai Tuan Wang (*see* Dkt. 174). 5/30/25 Pl. Ltr. at 1. Instead, on May 28, 2025 – five days after the deadline – Yi Lin filed a one-page, unsigned "Billing Statement" totaling \$1,270. (Dkt. 176.)

The Court construes Yi Lin's Billing Statement as a fee application and hereby DENIES it. First, it was untimely filed. Second, it is unsigned and unauthenticated. Third, it seeks fees that are not recoverable under the 5/16/25 Order, including fees for work performed between May 20 and May 23, 2025 – *after* Yi Lin withdrew as counsel for J R Sushi 2 Inc. and Kai Tuan Wang.

Dated: New York, New York
June 5, 2025

SO ORDERED.



BARBARA MOSES
United States Magistrate Judge